

SETTLEMENT AGREEMENT

1. This Settlement Agreement (“Agreement”) is entered into by and between Plaintiff Public Interest Legal Foundation, Inc. (“Plaintiff”) and Defendant New Mexico Secretary of State Maggie Toulouse Oliver (“Defendant”) (collectively, “Parties”).

BACKGROUND

2. On January 29, 2026, the Plaintiff requested the following records from the Defendant pursuant to the National Voter Registration Act (“NVRA”), 52 U.S.C. § 20507(i)(1):

- a. Copies of all “Deceased Retractions”¹ reports received from ERIC.²
- b. Copies of all other records concerning “Deceased Retractions” reports, e.g., correspondence.

3. Defendant did not produce Deceased Retractions Reports in response to the request.

4. On June 6, 2026, Plaintiff filed suit against Defendant in the U.S. District Court for the District of New Mexico, Case No. 1:26-cv-01773 (the “Litigation”).

5. After the Litigation commenced, Defendant produced to Plaintiff the requested records.

6. The Parties have negotiated in good faith and now jointly enter into this Agreement to resolve the Litigation.

APPLICABILITY

8. The terms of this Agreement shall apply to the Parties and their respective successors and assigns.

¹ The ERIC Bylaws were updated to formally title these records as “SSA Corrections Updates.” This Agreement hereafter uses SSA Corrections Updates to describe the requested records.

² “ERIC” means the Electronic Registration Information Center.

TERMS AND CONDITIONS

General Terms and Conditions

9. Each undersigned representative of the Parties to this Agreement certifies that he or she is fully authorized by the party to enter into and execute the terms and conditions of this Agreement and to legally bind such party to this Agreement.

10. This Agreement is the entire agreement between the Parties.

11. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

12. This Agreement is governed by, and interpreted according to, the laws of the state of New Mexico without regard to conflict of laws principles.

13. The Parties represent that prior to signing this Agreement, each has read it, understood its terms and conditions, consulted with counsel, and voluntarily signed it.

Terms Governing Dismissal of this Lawsuit

14. Upon receipt of the fees and expenses described in paragraph 16, Plaintiff shall voluntarily dismiss the Litigation with prejudice within fourteen (14) days.

Terms Governing Maintenance and Production of SSA Correction Updates

15. Upon Plaintiff's voluntary dismissal of the Litigation, Defendant shall
- a. Maintain each SSA Correction Update it receives for two years; and
 - b. Disclose SSA Correction Updates it maintains when requested under 52 U.S.C. § 20507(i)(1).

ATTORNEY'S FEES, COSTS, AND EXPENSES

16. Within thirty (30) days of the effective date of this Agreement, Defendant shall pay Plaintiff attorney fees, costs, and expenses in the amount of \$2,878.72.

FULL AND FINAL SETTLEMENT

17. This Agreement constitutes a full settlement of all claims made in this Litigation, and, upon Plaintiff's dismissal of the Litigation in accordance with paragraph 14, Plaintiff releases all claims asserted in its Complaint.

For the Plaintiff: Public Interest Legal Foundation, Inc.

/s/ Noel H. Johnson

Noel H. Johnson

Counsel for Public Interest Legal Foundation, Inc.

7/10/2026

Date

For the Defendant: Maggie Toulouse Oliver, New Mexico Secretary of State

/s/ Edward L. Marshall

EDWARD L. MARSHALL

Director of Government Litigation

New Mexico Department of Justice

7/13/2026

Date